



PATENT
Customer No. 22,852
Attorney Docket No. 8350.1649-01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
James R. WEBER et al.) Group Art Unit: 3747
)
Application No.: 10/733,570) Examiner: Hyder Ali
)
Filed: December 12, 2003)
) Confirmation No.: 1629
For: AIR AND FUEL SUPPLY SYSTEM)
FOR COMBUSTION ENGINE)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, Caterpillar, Inc., a corporation of Delaware and having a post office address at 100 N.E. Adams Street, Peoria, Illinois 61629-6490, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 10/733,570, filed December 12, 2003 for AIR AND FUEL SUPPLY SYSTEM FOR COMBUSTION ENGINE in the names of James R. WEBER et al., as indicated by assignment(s) duly recorded in the United States Patent and Trademark Office at Reel 013157, Frame 0837 on August 2, 2002. Assignee, Caterpillar, Inc., further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No. 6,688,280, as indicated by assignment(s) duly recorded in the United States Patent and Trademark Office at Reel 013157, Frame 0837 on August 2, 2002 and U.S. Patent No. 6,651,618, as indicated by assignment(s) duly recorded in the

United States Patent and Trademark Office at Reel 014318, Frame 0762 on
February 20, 2003.

To obviate a double patenting rejection, assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,688,280. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and U.S. Patent No. 6,688,280 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 6,688,280, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,688,280 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

To obviate a double patenting rejection, assignee also hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the

instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,651,618. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and U.S. Patent No. 6,651,618 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 6,651,618, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,651,618 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), please charge the required fee payment of \$110.00 to our Deposit Account No. 06-0916.


If there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916.

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: November 24, 2004

By: 
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